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 ANALOG DEVICES, INC. and
 MAXIM INTEGRATED PRODUCTS, INC.

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

13 NUMBER 14 B.V.,
 14 Plaintiff,
 15 v.
 16 ANALOG DEVICES, INC.; and MAXIM
 INTEGRATED PRODUCTS, INC.
 17 Defendants.

18 ANALOG DEVICES, INC.; and MAXIM
 INTEGRATED PRODUCTS, INC.,
 19 Counterclaimants,
 20 v.
 21 NUMBER 14 B.V., RUDY ESCHAUZIER,
 and NICO VAN RIJN,
 22 Counter-Defendants.

Case No.: 5:24-cv-02435-EKL

**DEFENDANTS AND
 COUNTERCLAIMANTS' NOTICE OF
 MOTION AND MOTION TO RETAIN
 CONFIDENTIALITY**

Date: May 14, 2025
Time: 11:00 a.m.
Dept: Courtroom 5, 4th Floor
Judge: Hon. Nathanael Cousins

NOTICE OF MOTION AND MOTION**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Please take notice that on May 14, 2025 at 11:00 a.m., or as soon thereafter as counsel may be heard, Defendants Analog Devices, Inc. and Maxim Integrated Products, Inc. through their attorneys will and hereby move before the Honorable Nathanael Cousins, United States District Court Magistrate Judge, in San Jose Courthouse, Courtroom 5, 4th Floor, 280 South First Street, San Jose, CA 95113, pursuant to Section 6.3 of the December 26, 2024 Stipulated Protective Order entered in this case (ECF 89) and Civil Local Rule 7, for an order retaining confidentiality of four documents produced by Defendants, which Defendants designated as "HIGHLY CONFIDENTIAL" and labeled them as Bates Nos. ADI_018933-ADI_018934; ADI_018935-ADI_018938; ADI_018939-ADI_018950; and ADI_018951-ADI_018959.

This motion is brought following the conference of counsel required in Section 6.2 of the Stipulated Protective Order, and is based on this Notice, the Memorandum of Points and Authorities below, the Declaration of Nick Dere, the Declaration of Julie Fitton, the Declaration of Jason Clifford, the Declaration of Yogesh Sharma, the Declaration of Kevin W. Isaacson, and all documents previously filed in this action.

Dated: March 24, 2025

ROPER MAJESKI PC

By: /s/ Kevin W. Isaacson

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendants have produced many confidential documents containing extremely sensitive information, the disclosure of which would cause serious harm to Defendants. These include documents identifying Defendants' internal operational policies, financial regulation and approval structure, personnel organization, and even its intellectual property rights. To protect these sensitive documents, Defendants have relied on the Court's Stipulated Protective Order, which allows the parties to designate such documents as "HIGHLY CONFIDENTIAL." Plaintiff now challenges this designation, claiming the documents should be designated "CONFIDENTIAL."

The way in which Defendants compile these documents, the individuals involved, and the extremely sensitive information they contain make these documents indisputably confidential and commercially sensitive. They hold significant competitive value, and Defendants treat them as critical assets that must be safeguarded. Furthermore, the individual Inventors, who are the sole managers and owners of Plaintiff, also own and operate a competing semiconductor company that competes with and does business with Defendants. Given this and the extreme sensitivity of the documents produced, Defendants rightfully designated their commercially sensitive documents as "HIGHLY CONFIDENTIAL."

Plaintiff's challenge to this designation is misplaced. The documents clearly meet the criteria outlined in the Stipulated Protective Order entered by the Court on December 26, 2024, which allows materials to be designated as "HIGHLY CONFIDENTIAL" when they contain "extremely sensitive 'Confidential Information or Items,' disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means." ECF 89. Plaintiff's attempt to undermine this designation ignores the clear and compelling reasons outlined below for the "HIGHLY CONFIDENTIAL" designation.

Furthermore, no harm will come to Plaintiff or the public if Defendants' "HIGHLY CONFIDENTIAL" designations remains in place. Defendants' strong interest in maintaining the confidentiality of these documents significantly outweighs any minimal public interest in their disclosure. This is not a case involving urgent public health or safety concerns. As Plaintiff has

1 continuously argued, this is merely a royalty dispute, where Plaintiff's alleged injury is economic
 2 in nature, not physical. Given this mere royalty dispute, there is no compelling reason for the
 3 Inventors or the public to have access to Defendants' highly sensitive documents, and thus no
 4 need for them to be re-designated as CONFIDENTIAL.

5 **II. BACKGROUND**

6 The Court issued a Stipulated Protective Order ("SPO") on December 26, 2024. ECF 89.
 7 The SPO provides that sensitive documents can be designated upon production as
 8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," with corresponding limitations on access
 9 to those documents. ECF 89. "CONFIDENTIAL" materials include "information (regardless of
 10 how it is generated, stored or maintained) or tangible things concerning a person's business
 11 operations, processes, and technical and development information within the scope of [Federal
 12 Rule of Civil Procedure Rule 26(c)(1)(G)]." *Id.* at § 2.2. "HIGHLY CONFIDENTIAL," materials
 13 are "extremely sensitive 'Confidential Information or Items,' disclosure of which to another Party
 14 or Non-Party would create a substantial risk of serious harm that could not be avoided by less
 15 restrictive means." *Id.* at § 2.8.

16 Under the SPO, if a party disputes a confidentiality designation, the parties must make a
 17 good faith effort to resolve the dispute through a meet and confer process. *Id.* at §§ 6.1-6.2. If the
 18 dispute is not resolved, the Designating Party may bring a motion to retain the confidentiality
 19 designation. *Id.* at §§ 6.2-6.3. Until the Court issues a ruling on the challenge, all parties must
 20 continue to treat the documents in question according to the protection level assigned by the
 21 Producing Party's designation. *Id.* at § 6.3.

22 **A. The Designation of The Four Documents at Issue**

23 On February 28, 2025, Defendants produced documents responsive to Plaintiff's requests
 24 for production. Isaacson Decl. ¶ 2. The next day, Plaintiff challenged the "HIGHLY
 25 CONFIDENTIAL" designations for four documents. Isaacson Decl. ¶ 3.

26 The first document is one of Defendants' purchase requisition documents. This document
 27 is an internal document used by Defendants to seek approval for the FY2023 royalty payment to
 28 Plaintiff. Dere Decl. ¶¶ 4-6. It outlines the royalty calculation, the specific royalty value for

1 FY2023, as well as the royalty values from previous fiscal years, and includes the approval chain
 2 within Defendant for this payment. *Id.*

3 The second document is Defendants' Data Retention Policy document. This document is
 4 an internal document that outlines Defendants' internal data retention policies, along with how
 5 the data is maintained and used, including confidential financial and employment-related records.
 6 Fitton Decl. ¶ 5.

7 The third document contains several of Defendants' organizational charts. This
 8 Organizational Charts contain internal documents depicting portions of Defendants'
 9 organizational structure. Clifford Decl. ¶¶ 4, 6. These detail the organizational hierarchy of nine
 10 key employees, and illustrating the relationships between them, including who works with whom
 11 and who reports to whom within the organization. *Id.*

12 Finally, the fourth document is the License Agreement. The License Agreement is the
 13 signed agreement dated July 20, 2007, between Maxim and the individual Inventors. Sharma
 14 Decl. ¶ 3. It describes the confidential contractual rights between the parties, details about royalty
 15 payments and how they are calculated, and detailed product specifications. Sharma Decl. ¶¶ 4-5.

16 **B. Defendants' Attempts to Meet and Confer with Plaintiff**

17 On March 1, 2025, under Section 6.2 of the SPO, Plaintiff challenged Defendants'
 18 "HIGHLY CONFIDENTIAL" designation of the four documents at issue. Isaacson Decl. ¶ 3.
 19 Plaintiff argued that it sees "nothing 'extremely sensitive' within these documents that would
 20 'create a substantial risk of serious harm' if disclosed." *Id.* Plaintiff believes these documents
 21 should instead be designated "CONFIDENTIAL." *Id.*

22 On March 14, 2025, Defendants responded to Plaintiff's challenge, providing an
 23 explanation for why they believe the documents should retain the "HIGHLY CONFIDENTIAL"
 24 designation. Isaacson Decl. ¶¶ 4, 12, Exh. 5. On March 18, 2025, the parties met and conferred
 25 via telephone conference to further attempt to resolve the designation dispute. Isaacson Decl. ¶ 5.
 26 Despite Defendants' best efforts, the parties were unable to reach a resolution. *Id.* Since Plaintiff
 27 maintains its position that these sensitive documents should not be designated as "HIGHLY
 28 CONFIDENTIAL," Defendants are now filing this motion pursuant to Section 6.3 of the SPO.

III. LEGAL STANDARD

The SPO broadly permits the parties to designate as “CONFIDENTIAL” any information that falls within the protection of Federal Rule of Civil Procedure 26(c). The protections of Rule 26(c) extend to any “trade secret or other confidential research, development, or commercial information” of a party. Fed. R. Civ. P. 26(c)(1)(G). These protections may be granted upon a showing of “good cause.” Fed. R. Civ. P. 26(c)(1). The SPO further permits a Producing Party to designate as “HIGHLY CONFIDENTIAL” “extremely sensitive ‘Confidential Information or Items,’ disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means,” still consistent with the requirement of showing good cause. ECF 89, § 2.8.

The party claiming good cause must then demonstrate, for each document it wishes to protect, that specific prejudice or harm will occur if the protective order is lifted. *Todd v. Tempur-Sealy Int'l, Inc.*, No. 13-cv-04984-JST (MEJ), 2015 U.S. Dist. LEXIS 27803, at *6 (N.D. Cal. Mar. 6, 2015) (citing *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1130 (9th Cir. 2003)).

Courts considering whether there is good cause for maintaining protection of discovery material apply a two-part test. First, the court must “determine whether particularized harm will result from disclosure of information to the public.” *Father M. v. Various Tort Claimants (In re Roman Catholic Archbishop)*, 661 F.3d 417, 424 (9th Cir. 2011). Then, “if the court concludes that such harm will result from disclosure, then it must proceed to balance the public and private interests to decide whether maintaining a protective order is necessary.” *Id.*

IV. ARGUMENT

The four documents in question clearly qualify as “confidential commercial information.” Fed. R. Civ. P. 26(c)(1)(G). Defendants have designated these extremely sensitive documents containing critical business information, which they have designated as “HIGHLY CONFIDENTIAL” under the SPO (ECF 89, § 2.8) to safeguard critical business information, including internal financial regulations, data controls, and intellectual property rights. These documents are not shared within Defendants’ own organization, and maintaining strict

1 confidentiality is essential to protecting their competitive position. Plaintiff, whose owners are
 2 affiliated with a competing company, should not be able to disrupt Defendants' efforts to protect
 3 this sensitive information. Therefore, there is good cause to retain the "HIGHLY
 4 CONFIDENTIAL" designation, as it is the least restrictive means to protect Defendants'
 5 interests.

6 Furthermore, this litigation does not present a compelling reason for the documents to be
 7 re-designated or made publicly available. There are no substantial health or safety concerns that
 8 would justify public access to this information. The issues in this case can be effectively litigated
 9 without publicly disclosing these specific documents and any potential harm can be addressed
 10 financially. As such, Defendants' interest in protecting these documents outweighs any public
 11 interest in their release.

12 A. **Defendants' Confidentiality Designations Should Be Retained**

13 1. Defendants Will Suffer Particularized Harm If the Four Documents Are
 14 Re-Designated as "CONFIDENTIAL"

15 If the confidentiality designations of the four documents at issue are re-designated to
 16 "CONFIDENTIAL" or if Plaintiff were to be free to disclose them to the public—including into
 17 the hands of Defendants' current and prospective competitors—Defendants will suffer from
 18 particularized harm. *See In re Roman Catholic*, 661 F.3d at 424.

19 a. Defendants' Data Retention Policy (ADI_018935 - ADI_018938)¹

20 Certain parts of Defendants' data retention policy outline Defendants' classification and
 21 retention of data. Fitton Decl. ¶ 5; Isaacson Decl. ¶ 8, Exh. 1. The Inventors, who are the sole
 22 owners of Plaintiff, also own and operate a competing semiconductor company that engages in
 23 business with Defendants. If this information is disclosed to the Inventors in this case, Defendants
 24 would suffer particularized harm in potential future litigation. Fitton Decl. ¶ 6. Such disclosure
 25 will be prejudicial to Defendants in forthcoming legal proceedings. *Id.* Should the data retention
 26 policy be re-designated from "HIGHLY CONFIDENTIAL" to "CONFIDENTIAL," as proposed

27
 28 ¹ This document is Exhibit 1 to the Declaration of Kevin W. Isaacson In Support of Defendants'
 Motion to Retain Confidentiality.

1 by Plaintiff, it would provide the Inventors with an unfair advantage by allowing access to a
 2 sensitive internal document regarding Defendants' data retention practices. Fitton Decl. ¶ 7. This
 3 could enable the Inventors, in their role as owners of the competing semiconductor company, to
 4 leverage this information in subsequent competition or litigation against Defendants. *Id.*

5 Additionally, Defendants have dedicated significant time and resources to developing the
 6 policies outlined in this document. Fitton Decl. ¶ 8. If these policies were disclosed, particularly
 7 to competitors—such as the Inventors' other semiconductor company—they could exploit and
 8 replicate them without making the same investment in development. *Id.* This would result in
 9 specific prejudice to Defendants.

10 If the Data Retention Policy document were to be re-designated as "CONFIDENTIAL" or
 11 disclosed to the public, Defendants would face particular harm. The document contains critical
 12 information about Defendants' data retention timelines and processing methods, which
 13 competitors could use to their advantage. This could allow competitors to reverse-engineer
 14 Defendants' strategies and capitalize on potential vulnerabilities, undermining Defendants'
 15 competitive and innovative edge. Fitton Decl. ¶ 9; *see Grace v. Apple, Inc.*, No. 17-cv-00551
 16 LHK (NC), 2018 U.S. Dist. LEXIS 243869, at *5 (N.D. Cal. May 1, 2018) (arguing disclosure of
 17 the exhibits could make it easier to compromise the security of Apple products, potentially
 18 placing Apple users at risk and threatening Apple's competitive standing).

19 Therefore, to prevent such severe harm, it is essential to maintain the "HIGHLY
 20 CONFIDENTIAL" designation for the Data Retention Policy document. Limiting any disclosure
 21 of the Data Retention Policy to competitors is necessary to safeguard Defendants' business
 22 interests, security, and competitive position in the marketplace. Fitton Decl. ¶¶ 10-11.

23 b. Defendants' Purchase Requisition Document (ADI_018933 -
 24 ADI_018934)²

25 Certain sections of the Purchase Requisition document contain extremely sensitive
 26 information about Defendants' internal approval process, including the identities of relevant
 27

28 ² This document is Exhibit 2 to the Declaration of Kevin W. Isaacson In Support of Defendants' Motion to Retain Confidentiality.

1 approvers and their respective job position. Dere Decl. ¶ 5; Isaacson Decl. ¶ 9, Exh. 2.

2 Additionally, the document contains extremely sensitive information regarding the royalty
3 calculation and royalty payment values. Dere Decl. ¶ 6.

4 Disclosure of this information would cause significant prejudice to Defendants, as the
5 royalty calculation and associated values provide competitors and other licensors insight with
6 valuable insight into Defendants' financial arrangements. Dere Decl. ¶ 7. As such, the Court has
7 already recognized the sensitive nature of this information and ordered that the royalty
8 calculation, as outlined in the License Agreement, be sealed. *See ECF 86.* The same calculation
9 appears in the Purchase Requisition document, further emphasizing the need for its protection.

10 Furthermore, disclosure could enable competitors, including the Inventors' other
11 semiconductor company, to offer more competitive terms to other licensors, while simultaneously
12 allowing Defendants' current licensors to demand higher royalty payments. Dere Decl. ¶ 8. The
13 revelation of such details would unfairly disrupt the balance in business negotiations, inflicting
14 the particularized harm on Defendants. *Id.*; *see Nutratech, Inc. v. Syntech Int'l, Inc.*, 242 F.R.D.
15 552, 555 (C.D. Cal. 2007) ("[d]isclosure may be ordered to opposing party's trial attorney only
16 (and not to the opposing party).").

17 Moreover, the disclosure of the Purchase Requisition document would specifically harm
18 Defendants by providing competitors with insight into Defendants' internal approval structure.
19 Dere Decl. ¶¶ 9-10. This could make Defendants vulnerable to employee poaching, as
20 competitors, such as the Inventors, could target and recruit key employees with access to
21 confidential financial information, thereby circumventing the resources and efforts that
22 Defendants invest in securing top talent. *Id.*; *see* 242 F.R.D. at 555.

23 Finally, public disclosure of the Purchase Requisition document would increase
24 Defendants' vulnerability to data breaches. Dere Decl. ¶ 11. The document identifies individual
25 employees with knowledge of Defendants' financials and reveals which employees have access to
26 confidential information, consequently heightening the risk of security threats and potential
27 compromises of sensitive data. *Id.*; *Grace v. Apple, Inc.*, No. 17-cv-00551 LHK (NC), 2018 U.S.
28 Dist. LEXIS 243869, at *5 (N.D. Cal. May 1, 2018).

Therefore, if this document is re-designated from its “HIGHLY CONFIDENTIAL” status, Defendants will suffer from severe harm. It is essential to maintain the confidentiality designation of the Purchase Requisition document to the fullest extent in order to prevent particularized harm and to safeguard Defendants’ business interests, security, and competitive standing in the marketplace. Dere Decl. ¶¶ 12-13.

c. Defendants’ Organizational Chart Document (ADI_018951-ADI_018959)³

The Organizational Chart document contains extremely sensitive information regarding Defendants’ internal employment hierarchy. Clifford Decl. ¶ 6; Isaacson Decl. ¶ 10, Exh. 3.

Similar to the Purchase Retention document, re-designating the Organizational Chart document to “CONFIDENTIAL” would cause particularized harm to Defendants, as it would grant competitors, especially the Inventors’ other semiconductor company, access to Defendants’ internal structure. Clifford Decl. ¶ 6. This access would make Defendants vulnerable to employee poaching. Clifford Decl. ¶¶ 7-8. Competitors could selectively recruit employees from Defendants without incurring the same level of effort and resources that Defendants invest in hiring and retaining top talent. Defendants have dedicated considerable time and resources to identifying and recruiting these employees for specific roles within the company. Clifford Decl. ¶ 8. Revealing their names and positions within the organizational structure would provide valuable insights into Defendants’ confidential research, development efforts, and ongoing projects. *Id.* This information could expose critical aspects of Defendants’ operations and strategic initiatives, undermining Defendants’ competitive edge and effectively enabling competitors to benefit from Defendants’ efforts. Clifford Decl. ¶¶ 8,10; *see RSI Corp. v. IBM*, No. 5:08-cv-3414 RMW, 2012 U.S. Dist. LEXIS 105982, at *3 (N.D. Cal. July 30, 2012) (citing *Nutratech, Inc. v. Syntech Int'l, Inc.*, 242 F.R.D. 552, 555 (C.D. Cal. 2007) (“[d]isclosure may be ordered to opposing party’s trial attorney only (and not to the opposing party).”).

Moreover, the employees listed in the organizational chart hold key positions within

³ This document is Exhibit 3 to the Declaration of Kevin W. Isaacson In Support of Defendants’ Motion to Retain Confidentiality.

1 Defendants' operations and possess significant confidential knowledge essential to Defendants'
2 success. Clifford Decl. ¶ 9. Making this information publicly available would increase the risk of
3 these individuals being targeted by competitors for their expertise and insights. Clifford Decl.
4 ¶¶ 9-10; *see RSI Corp. v. IBM*, No. 5:08-cv-3414 RMW, 2012 U.S. Dist. LEXIS 105982, at *3
5 (N.D. Cal. July 30, 2012).

6 Importantly, Defendants are not arguing that the individual names and job titles of
7 employees are inherently confidential. This information may be available on public platforms
8 such as LinkedIn. Rather, the extremely sensitive aspect lies in the structure of the organization—
9 specifically, how employees are grouped within teams, who reports to whom, and how these team
10 fit within the overall structure of the organization. The sensitivity stems from the holistic view of
11 this internal structure, in addition to the individual pieces of information. *See NetApp, Inc. v.*
12 *Nimble Storage, Inc.*, No. 5:13-CV-05058-LHK (HRL), 2015 U.S. Dist. LEXIS 11406, at *58
13 (N.D. Cal. Jan. 29, 2015); *Muench Photography, Inc. v. Pearson Educ., Inc.*, No. 12-cv-01927-
14 WHO, 2013 U.S. Dist. LEXIS 115847, at *12-13 (N.D. Cal. Aug. 15, 2013); *see also Avaya Inc.*
15 *v. Pearce*, No. 19-cv-00565-SI, 2020 U.S. Dist. LEXIS 241116, at *4-5 (N.D. Cal. Dec. 22,
16 2020).

17 Furthermore, if the Organizational Chart document becomes a public document, it would
18 significantly prejudice Defendants by also increasing the risk of data breaches. Clifford Decl.
19 ¶ 11. Exposing individuals with access to sensitive company information would make Defendants
20 more vulnerable to targeted security threats. *Id.* Malicious actors could exploit this information to
21 specifically target employees responsible for handling confidential data, increasing the likelihood
22 of phishing attacks and other forms of manipulation. *Id.*; *see Grace v. Apple, Inc.*, No. 17-cv-
23 00551 LHK (NC), 2018 U.S. Dist. LEXIS 243869, at *5 (N.D. Cal. May 1, 2018).

24 Therefore, if the Organizational Chart document is de-designated from its “HIGHLY
25 CONFIDENTIAL” designation, Defendants will incur significant harm. Limiting the disclosure
26 of the Organizational Chart document to the greatest extent possible is essential to safeguarding
27 Defendants’ business interests, security, and competitive position in the marketplace. Clifford
28 Decl. ¶¶ 12-13.

d. The License Agreement (ADI_018939 - ADI_018950)⁴

Certain portions of the License Agreement contain “confidential and competitively sensitive information,” including definitions, licensing fees, conditions for receiving royalty payments, technical specifications, and the royalty calculation. ECF 86; Sharma Decl. ¶¶ 4-5; Isaacson Decl. ¶ 11, Exh. 4. The Court has already ordered these portions to be sealed following five administrative motions to seal or consider whether another party’s material should be sealed. *Id.*

Here, Defendants contend that the portions the Court previously ruled sealed should retain their “HIGHLY CONFIDENTIAL” designation. Isaacson Decl. ¶¶ 6-7. This request does not seek to have additional sections of the License Agreement sealed; rather, it acknowledges the presence of extremely sensitive information within the document and justifies its classification as “HIGHLY CONFIDENTIAL.” *Id.* Since the Court has already ruled on the sealed portions of the License Agreement, Defendants recognize that the unsealed portions of the document are considered public. *Id.*

Given that Defendants have provided the Court with compelling reasons to warrant portions of the License Agreement sealed, the “HIGHLY CONFIDENTIAL” designation must remain in place. Therefore, maintaining the confidentiality of the License Agreement to the greatest extent possible is essential to protect Defendants’ sensitive and competitively valuable information. Sharma Decl. ¶ 8.

In summary, the “HIGHLY CONFIDENTIAL” designation must be maintained for Defendants’ Data Retention Policy document, the Purchase Requisition document, the Organizational Chart document, and the License Agreement. The individual owners of Plaintiff operate a competing semiconductor company. If these documents were disclosed to them, other competitors, or the public, Defendants would be exposed to significant competitive risks. Thus, the “HIGHLY CONFIDENTIAL” status for the four documents at issue must remain intact.

⁴ This document is Exhibit 4 to the Declaration of Kevin W. Isaacson In Support of Defendants' Motion to Retain Confidentiality.

1 2. Defendants' Interest in Protecting the Four Documents Outweighs the
 2 Public Interest in Disclosure

3 As explained above, competitive harm would befall Defendants from the disclosure of
 4 these four documents at issue, the Court must next "balance the public and private interests to
 5 decide whether maintaining a protective order is necessary." *In re Roman Catholic*, 661 F.3d at
 6 424. In balancing the public and private interests, courts then consider the following factors:

7 (1) whether disclosure will violate any privacy interests; (2) whether the information is
 8 being sought for a legitimate purpose or for an improper purpose; (3) whether disclosure
 9 of the information will cause a party embarrassment; (4) whether confidentiality is being
 10 sought over information important to public health and safety; (5) whether the sharing of
 11 information among litigants will promote fairness and efficiency; (6) whether a party
 12 benefitting from the order of confidentiality is a public entity or official; and (7) whether
 13 the case involves issues important to the public.

14 *Id.* at 424 n.5 (quoting *Glenmede Trust Co. v. Thompson*, 56 F.3d 476, 483 (3d Cir.
 15 1995)).

16 Most of the *Glenmede* factors are not applicable in this case. Defendants do not contest
 17 that Plaintiff requested the documents for a legitimate purpose (Factor 2). These four documents
 18 in question do not contain information that would cause embarrassment to any party (Factor 3).
 19 The information at issue is also not information related to public health and safety (Factor 4).
 20 Since Defendants have already provided the documents to Plaintiff, Plaintiff currently possesses
 21 them, eliminating any concerns about the fairness or efficiency of sharing information between
 22 the parties (Factor 5). Furthermore, Defendants are not public entities or officials (Factor 6).

23 The remaining factors at issue are the first and seventh factors. Regarding the first factor,
 24 it is likely that disclosure of the extremely sensitive information in the four documents will not
 25 violate any private interests. As such, this factor does weigh in favor of de-designation.

26 However, the seventh factor considers "whether the case involves issues important to the
 27 public." In this instance, the case centers around a licensing and royalty dispute, which does not
 28 constitute as issues important to the public. Publicly important issues typically involve matters
 29 that could impact the public's understanding of the court's final decision, thereby undermining
 30 judicial authority, which relies on public access and trust. *See NML Capital Ltd. v. Republic of*

Arg., No. 2:14-cv-492-RFB-VCF, 2015 U.S. Dist. LEXIS 20722, at *19 (D. Nev. Feb. 19, 2015).

Given that factors 2 through 6 are not applicable, and considering that this case does not address issues of public importance, along with the potential for particularized harm to Defendants as previously discussed, the mere fact that the first factor weighs in favor of de-designation should not compel the conclusion that the documents should be de-designated as “CONFIDENTIAL” or made public. Importantly, the individual owners of Plaintiff also run and manage another semiconductor company, which means the balance strongly favors this being a private matter. If the Inventors, or any other competitors, were to gain the information in these four documents, it would cause significant harm to Defendants. Any potential benefits to the public are far outweighed by the substantial harm Defendants would endure.

Thus, the balance of public and private interests weighs in favor of Defendants retaining the “HIGHLY CONFIDENTIAL” designation.

V. CONCLUSION

For the reasons set forth above, Defendant respectfully requests that the Court order that the documents challenged by Plaintiff retain their confidentiality designations of “HIGHLY CONFIDENTIAL” under the stipulated protective order.⁵

Dated: March 24, 2025

ROPER MAJESKI PC

By: /s/ Kevin W. Isaacson

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Counterclaimants ANALOG DEVICES,
INC. and MAXIM INTEGRATED
PRODUCTS, INC.

⁵ Given the sensitivity of the documents and their clear alignment with the “HIGHLY CONFIDENTIAL” standard under the SPO, they should remain “HIGHLY CONFIDENTIAL” rather than “CONFIDENTIAL.” Alternatively, if the Court deems it appropriate, Defendants respectfully request the Court order the documents be designated “CONFIDENTIAL” under the SPO at a minimum.